

HOLDOVER AGREEMENT

THIS HOLDOVER AGREEMENT (the "Holdover Agreement") is made and entered into by and between Nassi CT Realty, LLC, (the "Lessor"), having an address of 60 Popieluszko Court, Hartford, Connecticut 06106, acting herein by Jason Ziegler, its Manager, duly authorized, and the State of Connecticut (the "Lessee"), acting herein by James T. Fleming, Commissioner of Public Works, duly authorized, pursuant to the provisions of Conn. Gen. Stat. § 4b-30, as revised.

WITNESSETH:

WHEREAS, pursuant to four certain leases by and between Norwich Equities Corporation, predecessor-in-interest to the Lessor, and the Lessee, and approved by the Attorney General of the State of Connecticut (the "Attorney General") on October 6, 1992, April 14, 1993, March 21, 1994, and January 14, 1999, respectively (collectively, the "Lease"), the Lessor leased to the Lessee 36,000 net usable square feet of space located at 2 Courthouse Square, Norwich, Connecticut (the "Leased Premises");

WHEREAS, the term of the Lease expired on December 31, 2002;

WHEREAS, the Lessee has continued to occupy the Leased Premises on a holdover basis, without a holdover agreement, from January 1, 2003 through the present;

WHEREAS, because the Lessee has been holding over in the Leased Premises without a holdover rental rate approved by the State Properties Review Board, it has continued to pay the Lessor at a rental rate of \$521,525.99 per year (\$43,460.50 per month), which is the same rental rate it paid immediately preceding the holdover period; and

WHEREAS, the parties hereto desire to formalize arrangements with respect to the Lessee's continued occupancy of the Leased Premises until such time as the Lessee obtains a permanent lease.

NOW, THEREFORE, the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby confirms its continued lease of the Leased Premises to the Lessee on the same terms and conditions as the Lease except as otherwise specifically provided herein.
2. The Lessee is to have and to hold the Leased Premises with their appurtenances for the term of this Holdover Agreement. The term of this Holdover Agreement shall commence upon the date of approval and execution of this Holdover Agreement by the Attorney General (the "Approval Date") and shall not exceed eighteen (18) months. The Lessee shall have the right to terminate this Holdover Agreement, without penalty, upon sixty (60) days' advance written notice to the Lessor.

Taylor, Mary

From: Falletti, William
Sent: Thursday, January 11, 2007 12:10 PM
To: Whitesell, Rachel
Cc: Taylor, Mary; Amenta, Sue
Subject: FW: DCF NORWICH SPRB APPROVED AMENDMENT CONDITION RE 1ST PAGE SQUARE FOOTAGE

Rachael: Lets please discuss this ASAP. Can we do a slip sheet or cross-out???
Thanks, Bill..

-----Original Message-----

From: ZieglerSovereign@aol.com [mailto:ZieglerSovereign@aol.com]
Sent: Thursday, January 11, 2007 11:59 AM
To: Falletti, William
Subject: (no subject)

Bill,

In reviewing the hold over I agree that the square footage should be amended to 36,022.

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WITNESSETH:

WHEREAS, pursuant to four certain leases by and between Norwich Equities Corporation, predecessor-in-interest to the Lessor, and the Lessee, and approved by the Attorney General of the State of Connecticut (the "Attorney General") on October 6, 1992, April 14, 1993, March 21, 1994, and January 14, 1999, respectively (collectively, the "Lease"), the Lessor leased to the Lessee 36,032 net usable square feet of space located at 2 Courthouse Square, Norwich, Connecticut (the "Leased Premises");

WHEREAS, the term of the Lease expired on December 31, 2002;

WHEREAS, the Lessee has continued to occupy the Leased Premises on a holdover basis, without a holdover agreement, from January 1, 2003 through the present;

WHEREAS, because the Lessee has been holding over in the Leased Premises without a holdover rental rate approved by the State Properties Review Board, it has continued to pay the Lessor at a rental rate of \$521,525.99 per year (\$43,460.50 per month), which is the same rental rate it paid immediately preceding the holdover period; and

WHEREAS, the parties hereto desire to formalize arrangements with respect to the Lessee's continued occupancy of the Leased Premises until such time as the Lessee obtains a permanent lease.

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2. The Lessee is to have and to hold the Leased Premises with their appurtenances for the term of this Holdover Agreement. The term of this Holdover Agreement shall commence upon the date of approval and execution of this Holdover Agreement by the Attorney General (the "Approval Date") and shall not exceed eighteen (18) months. The Lessee shall have the right to terminate this Holdover Agreement, without penalty, upon sixty (60) days' advance written notice to the Lessor.

3.
 - a. During the term of this Holdover Agreement, the Lessee shall pay the Lessor rent in the amount of \$521,525.99 per annum (\$43,460.50 per month), payable by the end of each calendar month.
 - b. During the term of this Holdover Agreement, the Lessee shall pay bills for electricity for the Leased Premises directly to the electric utility company servicing the Leased Premises.
 - c. During the term of this Holdover Agreement, the Lessor shall provide janitorial service to the Leased Premises, in accordance with Schedule A attached hereto and made a part hereof. The Lessee shall pay the Lessor as additional rent, \$45,027.50 per annum (\$3,752.29 per month), payable by the end of each calendar month, for the cost of providing such janitorial service.
 - d. Within sixty (60) days of the Approval Date, the Lessee shall reimburse the Lessor for the actual cost of providing electricity to the Leased Premises from September 1, 2005 through the day prior to the Approval Date, exclusive of any penalties imposed by the utility company, as evidenced by paid invoices issued by the electric utility company servicing the Leased Premises.
 - e. During the term of this Holdover Agreement, the Lessor shall provide one hundred (100) additional parking spaces at the Norwich Parking Authority Viaduct Parking Lot, located at 28 Viaduct Street, Norwich, Connecticut. The Lessee shall pay the Lessor as additional rent, \$42,000 per annum (\$3,500.00 per month), payable by the end of each calendar month, for the cost of providing said additional parking spaces.
 - f. Rent, additional rent, back rent or other sums due to the Lessor hereunder for occupancy of less than a full calendar month shall be pro-rated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.
4. This Holdover Agreement shall not be binding on the parties unless and until approved by the State Properties Review Board and signed by Attorney General and delivered to the Lessor.
5. This Holdover Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John C. Rowland promulgated August 4, 1999. These Executive Orders are incorporated in this Holdover Agreement by reference and shall be binding on the Lessor as if they had been fully set forth herein. The Lessee shall provide copies of such orders to the Lessor within five (5) days of receiving a written request from the Lessor.
6. All terms and conditions of the Lease, to the extent they are consistent with the terms hereof, shall remain the same.

This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

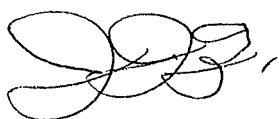
(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this



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definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a



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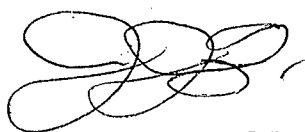
political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.



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IN WITNESS WHEREOF, the parties hereto do hereby set their hands on the day and year indicated.

WITNESSES:

Maya P. Liss
Name: Maya P. Liss
W. A. F. Hart
Name:

NASSI CT REALTY, LLC

By J. Ziegler
Its Manager
Duly authorized

Date signed: 4/7/06

WITNESSES:

Diane M. Chase
Name: Diane M. Chase
Holly J. Hart
Name: Holly J. Hart

STATE OF CONNECTICUT

By James V. Fleming
Its Commissioner of Public Works
Duly authorized

Date signed: 12/8/06

STATE OF Connecticut)
COUNTY OF Hartford) SS: Hartford
City/Town

On this the 7th day of April, 2006, before me, the undersigned officer, personally appeared Maya P. Liss, known to me (or satisfactorily proven) to be the Manager of Nassi CT Realty, LLC, a Connecticut limited liability company, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein as his free act and deed and that of the limited liability company.

In Witness Whereof I hereunto set my hand.

Maya P. Liss

Commissioner of the Superior Court

Notary Public

My Commission Expires: _____

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4/11/07

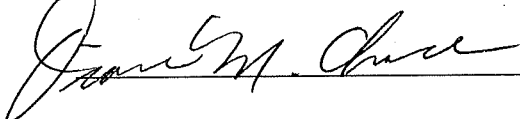
STATE OF CONNECTICUT)

) SS: Hartford

COUNTY OF HARTFORD)

On this the 8th day of December, 2006, before me, the undersigned officer, personally appeared James T. Fleming, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

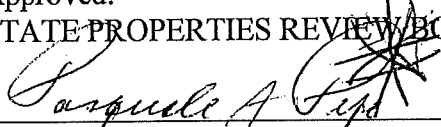


Commissioner of the Superior Court —
Notary Public
My Commission Expires:

DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2009

Approved:

STATE PROPERTIES REVIEW BOARD

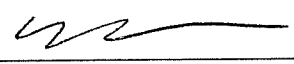

By Pasquale A. Pepe
Its Chairman

SEE APPROVAL MEMO TO
COMM. FLEMING FROM
CHAIRMAN PEPE
DATED 1-11-07

Date signed: 1/11/07

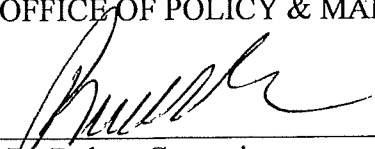
Accepted:

DEPARTMENT OF CHILDREN AND FAMILIES


By Darlene Dunbar
Its Commissioner

Date signed: 4/12/06

Approved in Conformance with
Conn. Gen. Stat. 4b-23(o)(2), As Revised
As to Gross Cost and Total Square Footage:
OFFICE OF POLICY & MANAGEMENT

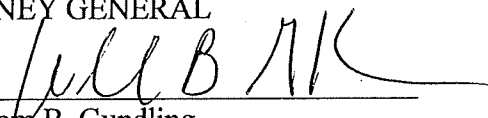

By Robert Genuario
Its Secretary

Date signed: 12/21/06

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1/11/07

Approved:

ATTORNEY GENERAL



By William B. Gundling

Associate Attorney General

Date signed: 2/23/07



LLC CERTIFIED RESOLUTION

I, Jason Ziegler, a manager of
 (Name) (Specify Member or Manager)

Nassi Ct. LLC, a limited liability company organized
 (Name of company)

and existing under the laws of the State of Ct.

(the "Company"), hereby certify: (i) that Nassi Ct is run by
 (Name of company)

manager; (ii) that Jason Ziegler is a
 (Specify if it is run by its members or a manager) (Name of signer of contract documents)

manager of Nassi Ct.; and (iii) that as such,
 (Specify Member / Manager) (Company name)

Jason Ziegler is not prohibited or limited by the articles of
 (Name of signer of contract documents)

organization from binding the LLC, and is empowered and authorized, on behalf of the Company,
 to execute and deliver contracts and amendments thereto, and all documents required by the
 Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review
 Board or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of
 the LLC this _____ day of _____, 200_____.

[or, if the LLC has no seal ...]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 24TH
 day of APRIL, 2006. The LLC has no seal.

Print name:

Its: Member / Manager

Sole member

If the LLC has a seal, place it here.

Sworn to and Subscribed before me

on 24TH day of APRIL, 2006

My Commission Exp. Aug. 31, 2007



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
165 Capitol Avenue
Hartford, Connecticut 06106

**CONTRACTOR /
CONSULTANT
CERTIFICATION**

Design/Construction Contract No. _____
Project No. _____
Lease Proposal No: _____
Property Management RFP No. _____

CONTRACTOR/CONSULTANT CERTIFICATION

I, Jason Ziegler (name and title), of NØSSI CT LLC (name of company) (hereinafter "company"), hereby certify that: between the date the Department of Public Works (DPW) began planning the subject project, services, procurement, lease or licensing arrangement covered by this contract and the date of execution of this contract, no gifts were given by (A) myself, (B) the company, (C) any principals and key personnel of myself or the company who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (D) any agent of myself, the company, or key personnel who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or DPW employee who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency that has supervisory or appointing authority over DPW.

I further certify that no such principals and key personnel of myself or the company or any agent thereof knows of any action by myself or the company to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of myself or the company to provide a gift to any such public official or state employee.

I further certify that this bid or proposal was made without fraud or collusion with any person.

I further certify that during the two-year period preceding the execution of the attached contract, neither I nor any principals or key personnel of the company who participated directly, extensively and substantially in the preparation of the bid or proposal for this contract nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except as listed below:

☒ (Check here if no contributions were made.)

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

J. Ziegler (signature)
Type name:

12/4/06 (date)

Sworn and subscribed before me on this 4TH day of DECEMBER, 2006

DANB
Commissioner of the Superior Court
Notary Public (seal/expiration date of commission)
My Commission Exp. Aug. 31, 2007